

Green Jobs Analysis

Contract: EP-W-09-033, Work Assignment: ETS-0-7(CE)

Summary Information

Title: Green Jobs Analysis
Period of Performance: From: 01/13/10
To: 09/30/10
Award Date:
Total Funding:

Procurement Management Roles

WORK ASSIGNMENT MANAGER:

U.S. E.P.A.
Attn: KELLY ANN K. BRANTNER
1200 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20460

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Attachments

Attachment Name

Green Jobs Analysis

Green Jobs Analysis

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STATEMENT OF WORK
CONTRACT NO. EP-W-09-033 (ERG)
WA # ETS-0-7(CE)

1. **TITLE:** Green Jobs Analysis
2. **PERIOD OF PERFORMANCE:** Effective Date to 9/30/2010
3. **EPA Work Assignment Manager (WAM)**

Name: Kelly Brantner
Address: EPA Headquarters, Room AR 3120A
Mail Code: 2243A
Telephone No.: (202) 564-9933
Fax No.: (202) 564-0018

4. BACKGROUND

EPA Administrator Lisa Jackson characterizes green jobs as those that "help produce cleaner drinking water, purer air, environmentally friendly urban and rural re-development and reduced greenhouse gases." Civil enforcement actions that include substantive injunctive relief are engines for creating these green jobs and for achieving quantifiable health and the environment protections.

Under the Clean Air Act, Clean Water Act and RCRA, injunctive provisions typically require violators to cease emitting or discharging illegal pollutants and to install or upgrade pollution controls. These pollution control projects generate the need for a wide range of jobs, including engineers, chemists, project managers, steelworkers, electricians and various other specialized construction workers. Large projects, for example the installation of a scrubber to control flue gasses or improvements to a municipal sewer system, may require hundreds of workers over a period of several years. As a result of their work, illegal pollution is curbed by efficient new or upgraded control systems.

5. PURPOSE AND OBJECTIVE

The purpose of this Work Assignment (WA) is to assist the Office of Civil Enforcement in determining the number of green jobs that have been created as a result of recent enforcement actions.

6. CONTRACT SOW REFERENCE

Contract SOW A.1 Enforcement Program Development and Implementation, General Enforcement.

7. SCOPE OF WORK

Tasks

Task 1 Contract Management and Reporting

The contractor shall prepare a work plan outlining the approach to completing this statement of work, identifying budgets and schedules for each task. Each month, the contractor shall submit monthly progress report to the WAM with summary of work performed during the previous month, itemized costs incurred, and expected costs for the next month

Task 2 Green Job Analysis

The contractor shall conduct an analysis of the green jobs created as a result of injunctive relief achieved in recent and future cases in the following areas of priority enforcement: coal-fired utilities, petroleum refineries, mineral processing plants, and municipal sewer systems. The contractor may be asked to evaluate settlements in other Clean Air Act, Clean Water Act and RCRA settlements as well. The green jobs resulting from any environmental mitigation projects and Supplemental Environmental Projects should also be assessed.

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For each case, the analysis will:

- (1) Involve identification of the specific control equipment installed or upgraded (e.g., selective catalytic reduction, scrubbers, electrostatic precipitators);
- (2) Literature search of the major equipment vendors for labor estimates;
- (3) Estimate as to the types and number of jobs created and their duration (in months or man-hours).

Although the cost of various projects may vary within an industry, it is anticipated that the number and type of workers will be similar. For instance, with respect to utilities, a certain type of control and the size of the unit may be used to estimate the number of jobs created per megawatt generating capacity.

8. ESTIMATED LEVEL OF EFFORT (Hours)

The estimated level of effort requested for this work assignment is 80 hours.

9. REPORTING REQUIREMENTS

Within the 15th day of each period following the first complete reporting period of the WA the contractor shall report to the WAM in writing a description of all activities and accomplishments during the previous period and a list of the deliverables submitted during the previous period, for each task, in enough detail for the WAM to assess the progress. This information shall also be used by the WAM to review future direction of each task and to plan for issuing technical directions and task order modifications for successful completion of the tasks.

10. CONTROL REQUIREMENTS

1. Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

2. Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Project Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

3. Handling of Confidential Business Information (CBI)

A. To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

B. All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a

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secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

C. All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the WAM.

4. Facility Inspections Credentials

Contractor employees who conduct lead inspections on behalf of the Environmental Protection Agency (EPA) under this SOW must complete the following EPA Training Program requirements as specified in Item 4 of Executive Order 3500.1. These are the: a) Basic Inspector Training; b) Occupational Health and Safety Training; and c) Program Specific Training. Authorization letter will be issued to the contractor staff by the WAM Program Office Director. The contractor shall present the authorization letter at the time of the facility or site inspection with their proper identification as the EPA contractor of this contract.

5. Quality Assurance Project Plan (QAPP)

Should the contractor be required to conduct any environmental measurements under this task order, the contractor shall provide the quality assurance project plan to the Project Officer prior to initiating these activities. The plan shall be prepared in accordance with the EPA Quality Manual for Environmental Program 5360 A1, May 5, 2000, EPA Requirements for Quality Assurance Project Plans (QA/R-5 dated 3/20/01) http://epa.gov/quality/qs_docs/r5_final.pdf

For any tasks that require the analysis or evaluation of secondary data the contractor shall provide a QAPP.

6. Conflict of Interest (OCI)

A. Organizational Conflict of Interest:

The contractor shall warrant that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.

B. Notification of Conflicts of Interest Regarding Personnel:

The contractor shall immediately notify the Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

United States Environmental Protection Agency
Washington, DC 20460

Work Assignment Number

ETS-0-7(

Work Assignment

☐ Original ☒ Amendment Number: 1Contract Number
EP-W-09-033Contract Period
Base X

Option Period Number

Title of Work Assignment
Green Jobs AnalysisContractor
EASTERN RESEARCH GROUP INCSpecify Section and Paragraph of Contract SOW
A.1Purpose: ☐ Work Assignment Initiation ☐ Work Assignment Close-Out
☒ Work Assignment Amendment ☐ Incremental Funding
☒ Work Plan ApprovalPeriods of Performance
From: 01/13/10 To: 09/30/10

Comments:

☐ Superfund

Accounting and Appropriations Data

☒ Non-Superfund

Line	DC (Max 6)	Budget/FYs (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class	Amount	(Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code (Max 7)
1											
2											
3											
4											
5											

Authorized Work Assignment Ceiling

Contract Period: Cost/Fee LOE
Previously Approved \$0.00 80

This Action \$8,119.00 0

Total \$8,119.00 80

Work Plan / Cost Estimate Approvals

Contractor WP Dated: 02/01/10 Cost/Fee: \$8,119.00 LOE: 80

Cumulative Approved: Cost/Fee: \$8,119.00 LOE: 80

Work Assignment Manager Name

KELLY ANN K. BRANTNER

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(Signature)

(Date)

Project Officer Name

ROSE M. GREEN

Branch/Mail Code 2248A

Phone Number 202-564-7105

Fax Number 202-564-0010

(Signature)

(Date)

Other Agency Official Name

Branch/Mail Code

Phone Number

Fax Number

(Signature)

(Date)

Contracting Official Name

RACHEL SCHWARTZ

Branch/Mail Code 3803R

Phone Number 202-564-1053

Fax Number 202-565-2554

(Signature)

(Date)

Contractor Acknowledgement of Receipt and Approval of Workplan (Signature and Title)

Date

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WA Totals

The following item(s) have been added:

Category	POP	Amount
Estimated Cost	Base Pd.	(b)(4)
Fixed Fee	Base Pd.	